

| ORDER FOR SUPPLIES OR SERVICES   |  |   |                            |  |   |  |   |   |                     | PAGE 1 OF 21  |            |
|--|--|---|----------------------------|--|---|--|---|---|---------------------|---|------------|
| 1. CONTRACT PURCH ORDER/AGREEMENT NO.<br>W52H09-04-P-0516  |  |   | 2. DELIVERY ORDER/CALL NO. |  | 3. DATE OF ORDER/CALL (YYYYMMDD)<br>2004OCT07   |  | 4. REQUISITION/PURCH REQUEST NO.<br>SEE SCHEDULE              |   | 5. PRIORITY<br>DOA5 |   |            |
| 6. ISSUED BY<br>TACOM-ROCK ISLAND<br>AMSTA-LC-CSC-B<br>SAMUEL GUZZO (309)782-0335<br>ROCK ISLAND IL 61299-7630<br>EMAIL: GUZZOS@RIA.ARMY.MIL   |  |   | CODE W52H09                |  | 7. ADMINISTERED BY (If other than 6)<br>DCMA DETROIT<br>US ARMY TANK & AUTOMOTIVE COMMAND (TACOM)<br>ATTN: DCMAE-GJD<br>WARREN MI 48397-5000<br>SCD: C PAS: NONE ADP PT: HQ0337 |  |   | CODE S2305A   |                     | 8. DELIVERY FOB<br><br><input type="checkbox"/> DESTINATION<br><input checked="" type="checkbox"/> OTHER (See Schedule if other)                          |            |
| 9. CONTRACTOR<br><br>BARRONCAST INC<br>215 PLEXUS DRIVE<br>OXFORD, MI. 48371-0138<br><br>NAME AND ADDRESS  |  |   | CODE 7L135                 |  | FACILITY  |  | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)<br>SEE SCHEDULE |   |                     | 11. X IF BUSINESS IS<br><input checked="" type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMAN-OWNED |            |
| TYPE BUSINESS: Other Small Business Performing in U.S.   |  |   |                            |  |   |  | 12. DISCOUNT TERMS  |   |                     | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK<br>See Block 15   |            |
| 14. SHIP TO<br>SEE SCHEDULE  |  |   | CODE                       |  | 15. PAYMENT WILL BE MADE BY<br>DFAS COLUMBUS CENTER<br>NORTH ENTITLEMENT OPERATIONS<br>PO BOX 182266<br>COLUMBUS OH 43218-2266  |  |   | CODE HQ0337   |                     | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2  |            |
| 16. TYPE OF ORDER  |  | DELIVERY/ CALL  |                            | THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.                     |   |  |   |   |                     |   |            |
| PURCHASE   |  | X   |                            | Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation W52H0904T0137, Dated _____, furnish the following on terms specified herein. |   |  |   |   |                     |   |            |
| ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.  |  |   |                            |  |   |  |   |   |                     |   |            |
| <div style="display: flex; justify-content: space-between;"> <span>NAME OF CONTRACTOR</span> <span>SIGNATURE</span> <span>TYPED NAME AND TITLE</span> <span>DATE SIGNED (YYYYMMDD)</span> </div> <div style="margin-top: 10px;"> <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:         </div> |  |   |                            |  |   |  |   |   |                     |   |            |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE<br>SEE SCHEDULE  |  |   |                            |  |   |  |   |   |                     |   |            |
| 18. ITEM NO.   |  | 19. SCHEDULE OF SUPPLIES/SERVICE  |                            |  |   | 20. QUANTITY ORDERED/ ACCEPTED*  |   | 21. UNIT  | 22. UNIT PRICE      |   | 23. AMOUNT |
|  |  | SEE SCHEDULE<br>CONTRACT TYPE:<br>Firm-Fixed-Price<br><br>KIND OF CONTRACT:<br>Supply Contracts and Priced Orders |                            |  |   |  |   |   |                     |   |            |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X.<br>If different, enter actual quantity accepted below quantity ordered and encircle.  |  |   |                            |  | 24. UNITED STATES OF AMERICA<br>ADELAIDE J TKATCH /SIGNED/<br>TKATCHA@RIA.ARMY.MIL (309)782-5313<br>BY: _____ CONTRACTING/ORDERING OFFICER                                      |  |   |   |                     | 25. TOTAL<br>\$10,683.40  |            |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN<br><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED  |  |   |                            |  |   |  |   |   |                     |   |            |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE   |  |   |                            |  |   | c. DATE (YYYYMMDD)   |   | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |                     |   |            |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE   |  |   |                            |  |   | 28. SHIP. NO.  |   | 29. D.O. VOUCHER NO.  |                     | 30. INITIALS  |            |
| f. TELEPHONE NUMBER  |  | g. E-MAIL ADDRESS   |                            |  |   | 31. PAYMENT<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL                                      |   | 32. PAID BY   |                     | 33. AMOUNT VERIFIED CORRECT FOR   |            |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.  |  |   |                            |  |   | 31. PAYMENT<br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL |   |   |                     | 34. CHECK NUMBER  |            |
| a. DATE (YYYYMMDD)   |  | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  |                            |  |   |  |   |   |                     | 35. BILL OF LADING NO.  |            |
| 37. RECEIVED AT  |  | 38. RECEIVED BY (Print)   |                            | 39. DATE RECEIVED (YYYYMMDD)   |   | 40. TOTAL CONTAINERS   |   | 41. S/R ACCOUNT NUMBER  |                     | 42. S/R VOUCHER NO.   |            |

|  |  |                            |
|--|--|----------------------------|
| <b>CONTINUATION SHEET</b>                            | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52H09-04-P-0516 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 21 |
| <b>Name of Offeror or Contractor:</b> BARRONCAST INC |  |                            |

SUPPLEMENTAL INFORMATION

1. This purchase order has an Acceptance Inspection Equipment requirement.
2. This purchase order is an award with First Article Test Report. See CLIN 0001AF. CLIN's 0001AB and 0001AD are for "Production Quantity with First Article.
3. CLINs 0001AC and 0001AE are deleted. CLIN 0002 is added for DD Form 1423 as shown in Section B.
4. Amendment 0001 to RFQ W52H09-04-T-0137 is incorporated into this award document as attachment 0002.
5. All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A 001 \*\*\*

| <u>Regulatory Cite</u>   | <u>Title</u>   | <u>Date</u> |
|--|--|-------------|
| 1            HQ, DA  | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993    |
| (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.  |  |             |
| (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review, they are identified in Section C with the disposition determined in each case.   |  |             |
| (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so. |  |             |

(End of Clause)

(AA7020)

|  |  |          |
|--|--|----------|
| 2  | 52.201-4501            NOTICE ABOUT TACOM-RI OMBUDSMAN<br>TACOM-RI | AUG/2004 |
| a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.  |  |          |
| b. If you think that this solicitation:  |  |          |
| 1. has inappropriate requirements; or  |  |          |
| 2. needs streamlining; or  |  |          |
| 3. should be changed   |  |          |
| you should first contact the buyer or the Procurement Contracting Officer (PCO).   |  |          |
| c. The buyer's name, phone number and address are on the cover page of this solicitation.  |  |          |
| d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are: |  |          |
| U.S. Army, TACOM-Rock Island<br>1 Rock Island Arsenal<br>ATTN: AMSTA-AQ-AR (OMBUDSMAN)<br>Rock Island IL 61299-7630<br>Phone: (309) 782-4931<br>Electronic Mail Address: ombudsman@ria.army.mil  |  |          |
| e. If you contact the Ombudsman, please provide her with the following information:  |  |          |

Name of Offeror or Contractor: BARRONCAST INC

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

352.204-4505DISCLOSURE OF UNIT PRICE INFORMATIONFEB/2003  
TACOM-RI

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23,1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

AS7909

452.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998  
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

552.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDSDEC/1997  
TACOM-RI

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

| SPI | MILITARY/FEDERAL<br>SPEC/STANDARD | LOCATION OF<br>REQUIREMENT | FACILITY | ACO |
|-----|-----------------------------------|----------------------------|----------|-----|
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If

|                           |  |                            |
|---------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52H09-04-P-0516 <b>MOD/AMD</b> | <b>Page</b> 4 <b>of</b> 21 |
|---------------------------|--|----------------------------|

**Name of Offeror or Contractor:** BARRONCAST INC

such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

|            |                |
|------------|----------------|
| CLIN _____ | PRICE \$ _____ |
| CLIN _____ | PRICE \$ _____ |
| CLIN _____ | PRICE \$ _____ |
| CLIN _____ | PRICE \$ _____ |

(End of clause)

(AS7008)

|   |             |   |          |
|---|-------------|---|----------|
| 6 | 52.215-4503 | NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED | FEB/2002 |
|   | TACOM-RI    |   |          |

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/ide/documents/mrm2.pdf>).

2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED. Bids submitted by electronic fax to 309-782-2047 will be accepted as these bids are considered to be electronic communication.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

|   |             |                           |          |
|---|-------------|---------------------------|----------|
| 7 | 52.233-4503 | AMC-LEVEL PROTEST PROGRAM | JUN/1998 |
|   | TACOM-RI    |                           |          |

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
9301 Chapek Rd 2-1SE3401  
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875  
Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

|  |   |                            |
|--|---|----------------------------|
| <b>CONTINUATION SHEET</b>                            | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-P-0516<br><b>MOD/AMD</b> | <b>Page</b> 5 <b>of</b> 21 |
| <b>Name of Offeror or Contractor:</b> BARRONCAST INC |   |                            |

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

**Name of Offeror or Contractor:** BARRONCAST INC

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE  | AMOUNT      |
|---------|---|----------|------|-------------|-------------|
|         | SUPPLIES OR SERVICES AND PRICES/COSTS   |          |      |             |             |
| 0001    | NSN: 5340-01-369-7282<br>FSCM: 19200<br>PART NR: 12524522<br>SECURITY CLASS: Unclassified   |          |      |             |             |
| 0001AB  | <u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u><br><br>NOUN: HANDLE,MANUAL CONTR<br>PRON: M141V068M1      PRON AMD: 02      ACRN: AA<br>AMS CD: 070011H8GUN<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC                                  SUPPL<br><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br>001   W52H093288A631   W25G1U       J                                  1<br><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u><br>001                                  150                                  27-MAY-2005<br><br>FOB POINT: Destination<br><br>SHIP TO: <u>FREIGHT ADDRESS</u><br>(W25G1U)    XU TRANSPORTATION OFFICER<br>DDSP NEW CUMBERLAND FACILITY<br>BUILDING MISSION DOOR 113 134<br>NEW CUMBERLAND                                  PA 17070-5001<br><br><u>CONTRACT/DELIVERY ORDER NUMBER</u><br>W52H09-04-P-0516/0000<br><br>DOC                                  SUPPL<br><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br>002   W52H093288A632   W62G2T       J                                  1<br><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u><br>001                                  85                                  27-MAY-2005<br><br>FOB POINT: Destination<br><br>SHIP TO: <u>FREIGHT ADDRESS</u><br>(W62G2T)    XU DEF DIST DEPOT SAN JOAQUIN<br>25600 S CHRISMAN ROAD<br>REC WHSE 10 PH 209 839 4307<br>TRACY    CA 95304-5000<br><br><u>CONTRACT/DELIVERY ORDER NUMBER</u> | 235      | EA   | \$ 18.20000 | \$ 4,277.00 |

**Name of Offeror or Contractor:** BARRONCAST INC

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AD  | W52H09-04-P-0516/0000   |          |      |            |        |
|         | <div>PRODUCTION QUANTITY WITH FIRST ARTICLE</div> <div> <div>352</div> <div>EA</div> <div>\$ 18.20000</div> <div>\$ 6,406.40</div> </div> <div> <div>NOUN: HANDLE,MANUAL CONTR</div> <div>PRON: M141V069M1      PRON AMD: 02      ACRN: AA</div> <div>AMS CD: 070011H8GUN</div> </div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin      ACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div> <div>DOC      SUPPL</div> <div>REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD</div> <div>001   W52H093288A633   W25G1U      J           1</div> <div>DEL REL CD      QUANTITY      DEL DATE</div> <div>001      352      27-MAY-2005</div> </div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div> <div>(W25G1U)      XU TRANSPORTATION OFFICER</div> <div>DDSP NEW CUMBERLAND FACILITY</div> <div>BUILDING MISSION DOOR 113 134</div> <div>NEW CUMBERLAND      PA 17070-5001</div> </div> <div>CONTRACT/DELIVERY ORDER NUMBER</div> <div>W52H09-04-P-0516/0000</div> |          |      |            |        |
| 0001AF  | <div>DATA ITEM</div> <div> <div>1</div> <div>EA</div> <div>\$ ** NSP **</div> <div>\$ ** NSP **</div> </div> <div>NOUN: FIRST ARTICLE TEST REPORT</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin      ACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div> <div>DOC      SUPPL</div> <div>REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD</div> <div>001                               3</div> <div>DEL REL CD      QUANTITY      DEL DATE</div> <div>001      1      23-FEB-2005</div> </div>   |          |      |            |        |

Name of Offeror or Contractor: BARRONCAST INC

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|--|----------|------|--------------|--------------|
| 0002    | <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(ZZZ555) TACOM-ROCK ISLAND<br/>ATTN AMSTA-LC-CSC<br/>ROCK ISLAND IL 61299-7630</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u><br/>W52H09-04-P-0516/0000</p> <p><u>DATA ITEM</u></p> <p>NOUN: DD FORM 1423<br/>SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Destination</p> |          |      | \$ ** NSP ** | \$ ** NSP ** |



|   |   |         |              |
|---|---|---------|--------------|
| CONTINUATION SHEET                            | Reference No. of Document Being Continued |         | Page 9 of 21 |
|   | PIIN/SIIN                                 | MOD/AMD |              |
| Name of Offeror or Contractor: BARRONCAST INC |   |         |              |

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

8

52.210-4501

DRAWINGS/SPECIFICATION

MAR/1988

TACOM-RI

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12524522 with revisions in effect as of 10-22-03 (except as follows):

12524522, SQ 12524522, 12524558,12524705, "ADD DISTRIBUTION STATEMENT C"

SPI 1524522:

IN DESCRIPTION # 20, MIL-DTL-116 SHOULD READ MIL-DTL-117

|          |        |   |
|----------|--------|---|
| DOCUMINT | DELETE | REPLACE WITH  |
| 12524522 | AQLs   | MIL-STD-1916 VL IV for MAJOR<br>MIL-STD-1916 VL II for MINOR<br>Characteristics |

"The following Governmint Acceptance Inspection Equipment (AIE) designs, drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

o All AIE designs specified for critical Characteristics/Defects

o Other - Lists by citing individual drawing numbers or equipment list(s)

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the Technical Data Package are no longer being maintained by the Government, may not reflect the latest compoment configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is resposible for the design and submission to the Government for review of all other AIE in accordance with Clause EA7002 specified elsewhere in Section E of this contract.

(CS6100)

9

52.248-4502

CONFIGURATION MANAGEMENT DOCUMENTATION

JUL/2001

TACOM RI

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

|  |  |                      |
|--|--|----------------------|
| <b>CONTINUATION SHEET</b>                            | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-P-0516 <b>MOD/AMD</b> | <b>Page 10 of 21</b> |
| <b>Name of Offeror or Contractor:</b> BARRONCAST INC |  |                      |

(End of Clause)

(CS7110)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/                      or                      www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

|    |           |   |          |
|----|-----------|---|----------|
| 10 | 52.246-2  | INSPECTION OF SUPPLIES - FIXED-PRICE      | AUG/1996 |
| 11 | 52.246-11 | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | FEB/1999 |

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

| Title                                       | Number        | Date        | Tailoring             |
|---|---------------|-------------|-----------------------|
| ( ) QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS | ISO 9001:2000 | 13 DEC 2000 | EXCLUDE PARAGRAPH 7.3 |

(End of clause)

(EF6002)

|    |                         |   |          |
|----|-------------------------|---|----------|
| 12 | 52.209-4512<br>TACOM-RI | FIRST ARTICLE TEST (CONTRACTOR TESTING) | MAR/2001 |
|----|-------------------------|---|----------|

a. The first article shall consist of:

3 EACH, MANUAL CONTROL HANDLE, TO ALL REQUIREMENTS OF THE DRAWINGS AND QAPS

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52H09-04-P-0516 <b>MOD/AMD</b> | <b>Page 11 of 21</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:** BARRONCAST INC

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSTA-AR-QAW-C.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

|    |                         |                                 |          |
|----|-------------------------|---------------------------------|----------|
| 13 | 52.209-4513<br>TACOM-RI | FIRST ARTICLE CONFIRMATORY TEST | MAY/1994 |
|----|-------------------------|---------------------------------|----------|

a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

| QUANTITY | ITEM NOMENCLATURE     | DRAWING  |
|----------|-----------------------|----------|
| 3        | MANUAL HANDLE CONTROL | 12524522 |

b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.

c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The sample shall be shipped to the location identified below at Contractor's expense, except when transportation protective service or transportation security is required by other provision of this contract, in which case the test sample items shall be delivered FOB origin and shipped on a Government Bill of Lading: AS DIRECTED BY THE PCO

The accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked "For Confirmatory Test, No Charge". Two copies of the DD Form 250 shall be forwarded to:AMSTA-LC-CSCB/SAM GUZZO.

d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article Approval - Contractor Testing Clause.

e. At the Contracting Officer's discretion, the confirmatory test units with unused repair parts may be returned to contractor for refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

(End of Clause)

| CONTINUATION SHEET                            | Reference No. of Document Being Continued<br>PIIN/SIIN W52H09-04-P-0516 MOD/AMD | Page 12 of 21 |
|---|---|---------------|
| Name of Offeror or Contractor: BARRONCAST INC |   |               |

(ES6030)

14            52.246-4528            REWORK AND REPAIR OF NONCONFORMING MATERIAL            MAY/1994  
TACOM-RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

15            52.246-4531            ACCEPTANCE INSPECTION EQUIPMENT (AIE)            MAR/2001  
TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

| CONTINUATION SHEET                            | Reference No. of Document Being Continued<br>PIIN/SIIN W52H09-04-P-0516<br>MOD/AMD | Page 13 of 21 |
|---|--|---------------|
| Name of Offeror or Contractor: BARRONCAST INC |  |               |

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

DELIVERIES OR PERFORMANCE  
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

|    |           |   |          |
|----|-----------|---|----------|
| 16 | 52.242-15 | STOP-WORK ORDER                           | AUG/1989 |
| 17 | 52.242-17 | GOVERNMENT DELAY OF WORK                  | APR/1984 |
| 18 | 52.247-34 | F.O.B. DESTINATION                        | NOV/1991 |
| 19 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |
| 20 | 52.211-16 | VARIATION IN QUANTITY                     | APR/1984 |

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(End of Clause)

(FF7020)

|    |             |                                  |          |
|----|-------------|----------------------------------|----------|
| 21 | 52.247-4531 | COGNIZANT TRANSPORTATION OFFICER | MAY/1993 |
|    | TACOM-RI    |                                  |          |

(a) The Contract Administration Office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date, the contractor should request verification of 'Ship to'

|  |   |                      |
|--|---|----------------------|
| <b>CONTINUATION SHEET</b>                            | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-P-0516<br><b>MOD/AMD</b> | <b>Page 14 of 21</b> |
| <b>Name of Offeror or Contractor:</b> BARRONCAST INC |   |                      |

and ''Notification'' address from the appropriate DCMA.

(b) The Contract Administration Office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(FS7240)

(End of Clause)

|   |         |
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| Reference No. of Document Being Continued |         |
| PIIN/SIIN W52H09-04-P-0516                | MOD/AMD |

| CONTINUATION SHEET                            | Reference No. of Document Being Continued<br>PIIN/SIIN W52H09-04-P-0516 MOD/AMD | Page 16 of 21 |
|---|---|---------------|
| Name of Offeror or Contractor: BARRONCAST INC |   |               |

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/      or      www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

|    |                         |   |          |
|----|-------------------------|---|----------|
| 22 | 252.247-7023<br>DFARS   | TRANSPORTATION OF SUPPLIES BY SEA                     | MAY/2002 |
| 23 | 252.247-7023<br>DFARS   | TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III     | MAY/2002 |
| 24 | 252.247-7024<br>DFARS   | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA     | MAR/2000 |
| 25 | 52.246-4500<br>TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001 |

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is GUZZOS@RIA.ARMY.MIL. The data fax number for submission is 309-782-6346, ATTN: SAMUEL GUZZO
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
- (1) The FMS/MAP copies may be submitted to:  
NA
- (End of Clause)

(HS6510)

|    |                       |                                     |          |
|----|-----------------------|-------------------------------------|----------|
| 26 | 252.217-7026<br>DFARS | IDENTIFICATION OF SOURCES OF SUPPLY | NOV/1995 |
|----|-----------------------|-------------------------------------|----------|

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.
- (b) The apparently successful Offeror agrees to complete and submit the following table before award:

| TABLE |          |            |                  |         |          |        |
|-------|----------|------------|------------------|---------|----------|--------|
| Line  | National | Commercial | Source of Supply |         |          | Actual |
| Items | Stock    | Item       | Company          | Address | Part No. | Mfg    |
| (1)   | Number   | (Y or N)   | (4)              | (4)     | (5)      | (6)    |
| (2)   | (3)      |            |                  |         |          |        |
| _____ | _____    | _____      | _____            | _____   | _____    | _____  |

(1) List each deliverable item of supply and item of technical data.



|  |   |                      |
|--|---|----------------------|
| <b>CONTINUATION SHEET</b>                            | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-P-0516<br><b>MOD/AMD</b> | <b>Page 17 of 21</b> |
| <b>Name of Offeror or Contractor:</b> BARRONCAST INC |   |                      |

- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

- a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End)

(HA7705)

27 \*\*\* THIS REFERENCE (HD7013) IS NO LONGER VALID \*\*\*

28 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993  
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

CONTRACT CLAUSES

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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

| CONTINUATION SHEET                            | Reference No. of Document Being Continued<br>PIIN/SIIN W52H09-04-P-0516 MOD/AMD | Page 18 of 21 |
|---|---|---------------|
| Name of Offeror or Contractor: BARRONCAST INC |   |               |

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

|    |              |   |          |
|----|--------------|---|----------|
| 29 | 52.211-5     | MATERIAL REQUIREMENTS   | AUG/2000 |
| 30 | 52.211-15    | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS                                    | SEP/1990 |
| 31 | 52.222-19    | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES                         | JUN/2004 |
| 32 | 52.222-21    | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999 |
| 33 | 52.232-1     | PAYMENTS  | APR/1984 |
| 34 | 52.232-8     | DISCOUNTS FOR PROMPT PAYMENT  | FEB/2002 |
| 35 | 52.232-11    | EXTRAS  | APR/1984 |
| 36 | 52.232-25    | PROMPT PAYMENT  | OCT/2003 |
| 37 | 52.232-33    | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR<br>REGISTRATION       | OCT/2003 |
| 38 | 52.233-1     | DISPUTES  | JUL/2002 |
| 39 | 52.233-3     | PROTEST AFTER AWARD   | AUG/1996 |
| 40 | 52.243-1     | CHANGES - FIXED PRICE   | AUG/1987 |
| 41 | 52.244-6     | SUBCONTRACTS FOR COMMERCIAL ITEMS   | JUL/2003 |
| 42 | 52.253-1     | COMPUTER GENERATED FORMS  | JAN/1991 |
| 43 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT                                    | APR/1992 |
|    | DFARS        |   |          |
| 44 | 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM                                | APR/2003 |
|    | DFARS        |   |          |
| 45 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS                          | MAY/2004 |
|    | DFARS        |   |          |
| 46 | 252.225-7025 | RESTRICTION ON ACQUISITION OF FORGINGS  | APR/2003 |
|    | DFARS        |   |          |
| 47 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991 |
|    | DFARS        |   |          |
| 48 | 252.242-7000 | POSTAWARD CONFERENCE  | DEC/1991 |
|    | DFARS        |   |          |
| 49 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS   | DEC/1991 |
|    | DFARS        |   |          |
| 50 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT  | MAR/2003 |
|    | DFARS        |   |          |
| 51 | 52.213-4     | TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL<br>ITEMS) | OCT/2004 |

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

[www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

(IF8001)

|    |          |   |          |
|----|----------|---|----------|
| 52 | 52.217-6 | EVALUATED OPTION FOR INCREASED QUANTITY | MAR/1990 |
|----|----------|---|----------|

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s)001 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s)001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time prior to last scheduled contract delivery date by giving

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| <b>CONTINUATION SHEET</b>                            | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52H09-04-P-0516 <b>MOD/AMD</b> | <b>Page 19 of 21</b> |
| <b>Name of Offeror or Contractor:</b> BARRONCAST INC |  |                      |

written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option  
\$\_\_\_\_\_ CLIN 001

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

53                    52.209-3                    FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE                    JAN/1997  
II

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked 'FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called

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|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52H09-04-P-0516 <b>MOD/AMD</b> | <b>Page 20 of 21</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:** BARRONCAST INC

for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of Clause)

(IF7116)

54            52.215-8            ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT            OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

55            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

56            252.211-7005            SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS            FEB/2003

DFARS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/            or            www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

|  |  |                      |
|--|--|----------------------|
| <b>CONTINUATION SHEET</b>                            | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52H09-04-P-0516 <b>MOD/AMD</b> | <b>Page 21 of 21</b> |
| <b>Name of Offeror or Contractor:</b> BARRONCAST INC |  |                      |

LIST OF ATTACHMENTS

| <u>List of<br/>Addenda</u> | <u>Title</u>                    | <u>Date</u> | <u>Number<br/>of Pages</u> | <u>Transmitted By</u> |
|----------------------------|---------------------------------|-------------|----------------------------|-----------------------|
| Exhibit A                  | CONTRACT DATA REQUIREMENTS LIST | 18-NOV-2003 | 002                        |                       |
| Attachment 001             | DOCUMENT SUMMARY LIST           |             | 002                        |                       |
| Attachment 002             | AMENDMENT 0001                  |             | 007                        |                       |

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <https://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

| <u>List of<br/>Addenda</u> | <u>Title</u>   | <u>Date</u> | <u>Number<br/>of Pages</u> |
|----------------------------|--|-------------|----------------------------|
| Attachment 1A              | Instructions for Completing DD Form 1423                               | JUN 90      | 1 Pg                       |
| Attachment 2A              | IOC Form 715-3   | FEB 96      | 2 Pgs                      |
| Attachment 3A              | AMCCOM Form 71-R   | 01OCT88     | 2 Pgs                      |
| Attachment 4A              | Guidance on Documentation of Contract<br>Data Requirements List (CDRL) |             | 2 Pgs                      |
| Attachment 5A              | Disclosure of Lobbying Activities (SF-LLL)                             |             | 3 Pgs                      |
| Attachment 6A              | Data Delivery Description - Engineering Change Proposal                | JUL 01      | 9 Pgs                      |
| Attachment 7A              | Data Delivery Description - Notice of Revision                         | JUL 01      | 2 Pgs                      |
| Attachment 8A              | Data Delivery Description - Request for Deviation                      | JUL 01      | 4 Pgs                      |

(JS7001)

(End of Clause)